# THE LEGAL AID SOCIETY STAFF ATTORNEYS PENSION PLAN 

## SUMMARY PLAN DESCRIPTION

Revised as of January 1, 2021

## INTRODUCTION

To All Participants:
The Board of Trustees of the Legal Aid Society Staff Attorneys Pension Plan (the "Trustees") is pleased to present you with this summary plan description ("SPD") describing the Legal Aid Society Staff Attorneys Pension Plan (the "Plan"). This document is intended to provide you with an explanation of the most important features of the Plan.

The rules and regulations of the Plan are set forth in the official Plan document. This summary is supplied solely for the purpose of helping you to understand the Plan, not to replace or amend it. To the extent that any of the information contained in this SPD is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. The operation of the Plan and the benefits to which you (or your beneficiaries) may be entitled will be governed solely by the terms of the official Plan document as they are interpreted by the Trustees. No individuals (other than the Trustees) have authority to interpret the Plan document, this SPD, the Trust Agreement or any other document related to the Plan, or to make any promises to you about it.

Please be advised that the Trustees reserve the right, in their sole and absolute discretion, to amend or terminate the Plan (in whole or in part) at any time, pursuant to the procedures described in the official Plan document and summarized herein. In addition, neither this SPD nor the Plan document is a contract of employment; they neither guarantee employment with your employer nor diminish in any way the right of your employer to terminate the employment of any employee.

This SPD generally describes provisions of the Plan in effect January 1, 2021. The benefits of any person who retired or otherwise terminated employment prior to that date shall be determined under the provisions of the Plan in effect at such time, unless otherwise required by law.

If you have any questions concerning the provisions in this SPD or the official Plan document or you would like a copy of the official Plan document, please contact the Plan Administrator.

The Board of Trustees of the Legal Aid Society Staff Attorneys Pension Plan

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## ELIGIBILITY TO PARTICIPATE

## Who Is Eligible to Participate in the Plan?

You are generally eligible to participate in the Plan after you have completed 1,000 hours of service during any consecutive twelve (12) month period, provided that you are a member of the staff attorney bargaining unit (the "Bargaining Unit") represented by the Association of Legal Aid Attorneys for the City of New York (the "Association"), or an employee of the Association, and your employer is required to make contributions to this Plan on your behalf pursuant to a collective bargaining agreement or any other similar agreement (referred to in this SPD as a "Contributing Employer" or your "Employer").

## When Do Eligible Employees Become Participants in the Plan?

The following describes your eligibility to participate in the Plan:

- If you were hired on or after July 1, 1989, you are eligible to participate in the Plan on the first day of the month coinciding with or next following the date you were credited with at least 1,000 hours of employment with a Contributing Employer during the twelve-month period commencing on the date of your employment with a Contributing Employer. If you do not complete 1,000 hours of service during your first twelve months of employment, you will become a participant on the July $1^{\text {st }}$ next following a Plan Year (July 1 through June 30) in which you are credited with at least 1,000 hours of service. If you have any questions regarding your eligibility prior to July 1, 1989, please contact the Plan Administrator.
- If you cease to be a member of the Bargaining Unit prior to becoming eligible to participate in the Plan because you did not pass the New York State Bar Examination and you later become a member of the Bargaining Unit prior to the first anniversary of the date on which you are admitted to the New York State Bar, you are eligible to participate in the Plan upon the earlier of the completion of the service requirements described above or the first day of the month following the date on which you are credited with at least one hour of service in each of twelve (12) separate calendar months.
- If you terminate employment with a Contributing Employer after you already have become a participant and you are later rehired by a Contributing Employer, you will again be a participant as of the first day of the first month following the date of your reemployment; provided that your service is not disregarded because of a permanent break in service, as described below. If your service is disregarded, you will be treated as a new employee upon your reemployment for purposes of determining eligibility to participate in the Plan.
- If you are a participant but are later transferred to employment for which your Employer is not required to make contributions to the Plan on your behalf, you will continue to be a participant until your account is fully distributed to you, but
you will no longer be eligible to be credited with Employer contributions. Special rules may apply if you are temporarily assigned by the Legal Aid Society (the "Society") to become a managing attorney. Please contact the Plan Administrator for more information.


## SERVICE

## What Does it Mean to be Vested?

When you become vested, you have a nonforfeitable right to receive 100\% of your account balance at your termination of employment.

You will become vested upon the occurrence of any of the following:

- You accrue three (3) years of vesting service (prior to January 1, 2007, 5 years of vesting service was required);
- You reach your normal retirement date (i.e., the later of the date you reach age 65 or the third anniversary of your participation in the Plan); or
- You accrue 5,460 hours ( 9,100 prior to January 1, 2007). For this purpose you will be credited with your regularly scheduled hours for each week you are entitled to be credited with at least one hour of service (other than hours that precede a permanent break-in-service), up to a maximum of 35 hours per week.


## How Do I Earn Vesting Service?

You earn one year of vesting service for each calendar year during which you are credited with at least 1,000 hours of service. If you incur a permanent break-in-service prior to becoming fully vested in your account, your vesting service will be disregarded under the Plan. Please contact the Plan Administrator if you have any questions about your vesting service.

If you die while performing qualified military service, you will receive vesting service credit for the period of your qualified military service and your survivors will be entitled to benefits under the Plan as if you had resumed employment and then died.

## Forfeitures

If you terminate employment with a Contributing Employer before you become fully vested, your account will be segregated to a separate account after you incur a one-year break in service. Amounts so segregated will be invested as directed by the Trustees. If you are not reemployed by a Contributing Employer before incurring a five-year break in service, your account will be forfeited. Forfeitures are allocated among participant accounts in accordance with the Plan's terms.

If you have terminated service, are fully vested in your account, have reached your normal retirement date, have not applied for a distribution of benefits and cannot be located by the Plan Administrator after a diligent search, you will be deemed a "missing participant" and your
account be treated as forfeited and allocated among participant accounts in accordance with the Plan's terms. However, you still have the right to claim your account at any time after you become a missing participant.

## What is a Permanent Break-In-Service?

A "permanent break-in-service" occurs if your employment is terminated before you are fully vested in your retirement benefit and you incur consecutive one year breaks-in-service equal to or exceeding the greater of five years or the total number of your years of vesting service accrued prior to your termination of employment.

A one year break-in-service is any plan year during which you are not credited with more than 500 hours of service. However, the following periods of service will be counted as service in order to determine whether you have incurred a break-in-service:

If you are on a "qualified absence," you will be credited with the number of hours you would have normally been credited with during your absence (or, if the Plan is unable to determine this, you will be credited with at least 8 hours of service per day of absence), up to a maximum of 501 hours of service, solely for the purpose of determining whether a one year break-in-service has occurred. A "qualified absence" is any absence due to pregnancy; birth, adoption, or placement for adoption of a child, or care immediately subsequent to such birth, adoption, or placement for adoption; or any other leave of absence to the extent required by the Family and Medical Leave Act or other law. The Trustees may require evidence to confirm whether your absence is a qualified absence.

If you are on an approved leave of absence for a period of time not in excess of two years, you will be credited with up to 501 hours of service each year solely for the purpose of determining whether you have incurred a one year break-in-service. An approved leave of absence means any absence approved by your Employer, including, but not limited to, a leave of absence for sickness, disability, temporary assignment to non-covered employment or military service.

## What Is an Hour of Service?

An "hour of service" is each hour for which you are paid or entitled to payment from your Employer for the performance of duties.

In addition, certain periods for which you are paid by your Employer during which no duties are performed, for example, as the result of vacation, holiday, illness, incapacity, layoff, jury duty, or military duty, may be counted in determining your hours of service, up to a maximum of 501 hours during any single continuous period. These hours will be credited on the basis of the hours you would have accumulated had you worked your regularly scheduled workweek during such absence.

Under rules adopted by the Plan, you will be credited with 45 hours of service for each week for which you are entitled to be credited with at least one hour of service as described above.

If you would like details regarding crediting hours of service based on these periods, please contact the Plan Administrator.

## CONTRIBUTIONS

## How are Contributions Made to the Plan?

For each Plan Year, the Society or the Association contributes to the Plan an amount equal to a percentage of your salary paid by your Employer during the period you are a participant in the Plan, as required by the collective bargaining agreement in effect with the Association. Your salary, for this purpose, will not include certain categories of remuneration such as bonuses, overtime pay, compensation day "buy back", FDD court pay, severance, Employer contributions to any other benefit plan, expense allowances or reimbursements, "lobster shift" pay (including any amounts paid to attorneys for attendance at late night arraignments), fringe benefits, or other such similar amounts, unless otherwise agreed to by the Society and the Association.

Under applicable law, annual salary considered under the Plan cannot be greater than \$290,000 (for 2021), as indexed for cost of living changes by the Internal Revenue Service.

## When Are Contributions Made to the Plan?

Your Employer will make contributions for each Plan Year at such times as required by the collective bargaining agreement, or other agreement, then in effect. Your Employer must make contributions within certain time frames prescribed by law.

## How Do I Receive My Contributions?

Once you become a participant in the Plan, a separate account will be established in your name that is designated to receive contributions on your behalf.

## How is My Account Credited?

If you are a participant at any time during the three-month period ending on March 31, June 30, September 30 or December 31 of any Plan Year, your account will be credited with an amount equal to the total amount of Employer contributions made to the Plan, multiplied by your fractional interest in the Plan. Your fractional interest in the Plan is the ratio of your salary to that of all other participants in the Plan during the relevant three-month period. Generally, this should result in your account being credited with an amount equal to the percentage of your salary as set forth in the applicable collective bargaining agreement.

## Am I Permitted to Make Contributions to My Account?

Only your Employer may make contributions to your account on your behalf. You are not required or permitted to make contributions under the Plan. In addition, the Plan does not accept any rollover contributions from or on behalf of an eligible employee or participant.

## INVESTMENTS

## How are the Funds in My Account Invested?

In cooperation with The Vanguard Group ("Vanguard"), the Trustees have established a participant-directed account program, under rules described in section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and its regulations.

Starting with the first contribution to your account, you (or your beneficiary) will control the asset allocation of funds in your account by investing those funds in any one or combination of the investment options that are available to you as a result of your participation in the Plan. The Trustees have established this participant-directed account program because they believe that you are in the best position to determine how to invest your retirement funds. The Trustees strongly encourage you to become familiar with the available investment options and affirmatively select one or more investment options that best meet your retirement planning needs.

Under ERISA, the Plan's fiduciaries may be relieved of liability for any losses which result from investment instructions given by you or your beneficiary. You are urged to read the literature describing each investment option that is provided to you by Vanguard and seek the advice of a qualified investment advisor prior to making any investment decision. Neither the Trustees, your Employer nor the Plan Administrator will give you investment advice.

## How are the Vanguard Investment Options in the Plan Selected?

The Trustees select the investment options that are made available to you after careful consultation with representatives from Vanguard and upon advice received from an independent professional investment advisor. Consistent with their fiduciary duties, the Trustees regularly monitor the investment options that are made available to ensure that they remain prudent investment options for the Plan. The Trustees, in their sole discretion, may change the investment options that are available to you at any time.

## Are There any Limits on My Ability to Select Investment Options?

As a participant, you have full control over the investment of your account in the funds presently offered by the Plan through Vanguard. When you first enroll in the Plan you will be asked to select which investment alternative you wish to allocate your money. You can change your allocation, or change your investments at any time by calling Vanguard at 1-800-523-1188 for their telephone response system or via their website at www.vanguard.com. Your elections must be made in whole percentage increments.

You may invest in one or all funds being offered, or any combination thereof. The funds offered provide a broad spectrum of investment options.

You should select investment options based on your overall goals because the investment risk and potential rate of return varies among the investment options and, if possible, you should discuss your investment plans with a qualified investment advisor. Before investing in any investment option you should read a copy of the prospectus for such fund, which is available
from Vanguard. Information about all investment options is available at www.vanguard.com or by calling Vanguard at 1-800-523-1188.

## What Happens If I Do Not Make Any Investment Elections?

If you do not affirmatively instruct Vanguard to invest your account balance in one or more of the available investment options, your entire account will be invested automatically in a Vanguard Institutional Target Retirement Fund (generally referred to as a "target retirement date fund") based on your year of birth. This is the default fund under the Plan. The selection of the Vanguard Institutional Target Retirement Funds by the Trustees as the default fund for the Plan in no way suggests that the Trustees believe that this fund is the best investment vehicle for your particular retirement needs.

## What Happens If I Terminate Employment or Die?

If you terminate employment and are vested in your account, you can continue to direct the investment of your account.

If you terminate employment before you are vested, you can continue to direct the investment of your account until you incur a one-year break-in-service. At that time your account will be invested as directed by the Trustees until you are rehired or you incur a permanent break-inservice.

If you die and you are vested in your account, your account will be paid to your beneficiaries upon request in accordance with the terms of the Plan. Until a proper claim for benefits is submitted, your account will be invested according to the elections in place before you died. If no claim for benefits has been properly submitted within the five year period after your death, Vanguard will perform a search to locate your beneficiaries.

If you die and you are not vested in your account, neither you nor your beneficiaries will be entitled to receive any benefit upon your death and your account will be forfeited.

## How Do I Get More Information Regarding the Investment Options Offered?

Vanguard has a variety of educational materials, which describe the investment funds in detail, designed to help guide you in your investment choices. Vanguard offers 24-hour telephone assistance for information about your account and the funds at 1-800-523-1188 and maintains an active Web site for your convenience at www.vanguard.com. Vanguard makes available to participants online detailed quarterly statements regarding their accounts and tracking the performance of all the funds offered by the Plan. You may request that Vanguard mail you a hard copy of such information as well.

Certain additional information is available to you from Vanguard upon request. The information available for each of the Vanguard investment options includes:
(i) a description of the annual operating expenses of each investment alternative;
(ii) copies of prospectuses, financial statements and reports, and any other relevant materials relating to the investment options;
(iii) a list of the assets comprising the portfolio of each investment alternative, the value of each such asset, and, with respect to each investment alternative which is a fixed rate investment contract issued by a bank, savings and loan institution or an insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract;
(iv) information regarding the value of shares or units of the investment options, as well as the past and current investment performances of each alternative; and
(v) information regarding the value of shares or units of the investment options held in your account.

## What Determines the Value of My Account?

The fair market value of your account will be determined each business day. The value of your account will change over time depending upon several factors, including, but not limited to, the amount of contributions made by your Employer each year, your share of your Employer's contributions, the investment performance of your account, investment fees and administrative expenses, and any forfeitures of other participants' account balances. Expenses directly related to your investment direction will also be deducted from your account. Administrative fees are allocated among participant accounts and are deducted from the investments in your account on a pro rata basis.

No one can predict how account values may change in the future. The increase or decrease in the value of your account under the Plan will depend upon the investment performance of the investment options in which you choose to invest. Each of the investment options presents a different possibility for gain or loss and your investment choices should be based upon how much you are prepared to risk losing for the possibility of achieving high returns. Lower risk investments are more likely to preserve the amounts contributed to your account but without providing the opportunity to keep up with any possible inflation. The different possibilities for gain or loss are discussed more fully in the prospectus for each investment option available from Vanguard. In addition to the different risks and rewards relating to the investment objectives of each of the investment options, overall conditions in the economy will also affect the value of your investments. It is possible under certain unfavorable circumstances that upon distribution, the value of your vested account balance could be less than the actual amounts contributed to your account.

## PAYMENT OF BENEFITS

## When May I Begin to Receive My Retirement Benefits?

If you are vested in your account, you may affirmatively elect to begin to receive benefit payments following your retirement from covered employment.

If you terminate your employment with all Contributing Employers prior to your retirement, and you are vested in your account, you may begin to receive benefit payments upon your retirement, or earlier if you elect to receive your benefit in an optional form that allows for early distribution.

You must submit to the Trustees a claim for benefits in writing, on the appropriate form, describing the benefits to which you are entitled and the date on which benefit payments are to begin. If you fail to make a claim for benefits that are immediately distributable, your benefit payments will be deferred until such time as you make an election or are required to begin receiving benefits under the Plan.

## How Will My Benefits Be Paid to Me?

Unless you elect otherwise, the proceeds of your account will be used to purchase a "qualified annuity."

If you are married when you apply for benefits, your qualified annuity will be paid to you as a joint and $50 \%$ survivor annuity. You will receive your benefits in substantially equal monthly installments for the remainder of your lifetime, and after your death, your spouse, if then surviving, will receive payments for the remainder of his or her lifetime at $50 \%$ of the benefit that was payable to you.

If you are not married when you apply for benefits, your qualified annuity will be paid to you as a lifetime annuity. You will receive your benefits in substantially equal monthly installments for the remainder of your lifetime. Upon your death, all payments will cease.

Whether you are married or single, your monthly benefit is actuarially determined based on the value of your account as of the date of your application for benefits.

## What Optional Benefit Forms Are Available Under the Plan?

This Plan offers several optional forms of benefit payment. If you so elect, you may receive your benefit in one of the following forms:

- Single Lifetime Annuity. The proceeds from your account will be used to purchase an annuity contract from an insurance company (selected by the Trustees) to provide you with benefits payable in substantially equal monthly installments for the remainder of your lifetime.
- Joint and Survivor Annuity. The proceeds from your account will be used to purchase an annuity contract from an insurance company (selected by the Trustees) to provide you with benefits payable in substantially equal monthly installments for the remainder of your lifetime and, after your death, to your designated beneficiary, in substantially equal monthly installments based on a percentage, selected by you, of your monthly benefit. You may also choose to have your benefits guaranteed for a specified period, so that if you die before the end of the specified period, your designated beneficiary will receive the unpaid balance of guaranteed benefits. You may elect a joint and $75 \%$ survivor annuity with your spouse as the beneficiary, which is also referred to as a "Qualified Optional Survivor Annuity" or "QOSA".
- Installment Payments. You will receive twenty percent (20\%) of the value of the initial principal in such account and any interest accrued thereon by the January $31^{\text {st }}$ following your retirement, and an additional 20\% (including accrued interest) on each January $31^{\text {st }}$ thereafter, for the next four years.
- Lump-Sum Payment. A single payment of your entire account balance. If the value of your account is $\$ 1,000$ or less at the time of your termination of employment, you will automatically receive your benefit as a lump-sum payment.


## How Do I Elect An Optional Form of Benefit?

You will receive notice of the benefit options available to you at least 30 days, but not more than 180 days, before your benefit payments are scheduled to begin. You may elect, change, or cancel a benefit option at any time before your payments are scheduled to begin, provided you file the appropriate form with the Plan Administrator.

If you are married, you are required by the Plan and by applicable law to obtain spousal consent in order to waive the qualified joint and $50 \%$ survivor annuity and elect an optional form of benefit (other than the QOSA). Spousal consent must be in writing on the appropriate Plan form, notarized, and must contain any additional information requested by the Trustees in order for such consent to be considered complete, including, but not limited to, designation of a beneficiary and form of benefits, and acknowledgment of the effect of waiver of the qualified annuity on your spouse. Your spouse may not revoke consent once given; however, you may revoke, without spousal consent, your election to waive payment in the form of a qualified annuity.

Spousal consent is not required if you are able to establish, to the Trustees' satisfaction, that you are unable to obtain consent because you have no spouse or because you cannot locate your spouse. Please consult the Plan Administrator for more information.

If the value of your account is $\$ 1,000$ or less at the time of your termination of employment, you will automatically receive your benefit as a lump-sum payment.

## May I Rollover Distributions to Another Retirement Plan?

You may elect to have certain types of benefits transferred directly from the Plan to an IRA or to another eligible retirement plan that accepts rollover distributions. Similarly, upon your death, if your spouse is your beneficiary, he or she may elect to have certain types of benefits transferred directly from the Plan to an IRA or eligible retirement plan. This type of transfer is called a "direct rollover." The Plan Administrator will provide you (or, upon your death, your spouse) with a notice explaining the terms and conditions of direct rollovers, and the necessary election forms, between 30 and 180 days before the effective date of your pension. Generally, the following distributions may be transferred in a direct rollover:

- a lump-sum distribution to you, or your spouse upon your death; or
- installment payments paid over a period of less than 10 years.

Eligible rollover distributions may be rolled over by your non-spouse beneficiary if certain requirements are met. See the Plan Administrator for more details.

If you (or your spouse or non-spouse beneficiary) do not elect a direct rollover of any amounts eligible for a rollover, current federal tax laws require the Plan Administrator to withhold 20\% of the payment for federal tax purposes and distribute the remaining $80 \%$ to you (or your spouse or your non-spouse beneficiary).

## May I Defer Receipt of My Retirement Benefits?

You may defer benefits past your normal retirement date. Your benefit payments will be deferred until such time as you make an affirmative election to commence receiving benefit payments. However, in no event will you be allowed to defer receipt of your benefits past the April 1 of the calendar year following the later of the calendar year in which you attain age 72 ( $701 / 2$ if you reached $701 / 2$ before January 1, 2020) or the calendar year in which you retire. Special rules may apply if you are a 5\% owner. Please consult with the Plan Administrator for more information.

## Are There Any Limitations to My Benefits?

Federal tax law places limits on the amount of benefits that the Plan may pay you each year. Your benefits may be subject to additional limits if you participate in other pension plans. It is unlikely that your benefits will be affected by these limits, however, in the event that they are, you will be notified by the Plan Administrator. You may also consult the Plan Administrator for details on these various limits.

## DEATH BENEFITS

## What Benefits Are Payable If I Die Before My Pension Begins?

If you are not vested in your account, neither you nor your beneficiaries will be entitled to receive any benefit upon your death. No death benefits will be paid until the Plan Administrator has received notice of a participant's death.

If you are single (or if you are married and your spouse has properly consented in writing to waive his or her interest in your death benefits, pursuant to procedures required by law) and you have vested in your account, upon your death, your designated beneficiary will receive the unpaid balance of your account in a single, lump-sum payment.

If you are married and you have vested in your account, upon your death, fifty percent (50\%) of the balance of your account will be used to purchase your spouse a lifetime annuity from an insurance company selected by the Trustees (unless your spouse waives the lifetime annuity in favor of a lump-sum payment or a guaranteed term-certain annuity). The remaining fifty percent (50\%) will be paid to your designated beneficiary (who may, but is not required to, be your spouse) in a single, lump-sum payment.

Unless your spouse elects otherwise, payment of the lifetime annuity is automatically deferred until the date you would have attained age 65. At that time, your spouse will be entitled to receive benefits payable in substantially equal monthly installments, beginning on the first day of
the month after the date on which you would have attained age 65 . Your spouse may elect to waive the lifetime annuity in favor of a lump-sum payment or a guaranteed term-certain annuity, with any remaining unpaid amounts payable upon your spouse's death to his or her estate.

## What Benefits Are Payable If I Die After My Pension Begins?

Whether your spouse and/or designated beneficiary is entitled to receive benefits if you die after your benefits are in pay status depends upon the form of benefit selected by you and described above in the section entitled "Payment of Benefits."

## How Do I Designate a Beneficiary?

You may designate your beneficiary by logging on to your account at www.vanguard.com. For further information on designating your beneficiary, you may contact a Vanguard participant services associate by calling 1-800-523-1188 or the Plan's third party administrator, Marshall and Moss Administrative Services.

If you are married, you may not designate a beneficiary other than your spouse for more than $50 \%$ of your account balance without your spouse's written consent, on the appropriate Plan form, witnessed by a notary public. You may designate your spouse as the beneficiary for $100 \%$ of your account balance, or you may designate another beneficiary for the other $50 \%$ of your account.

If you are not married, you may designate anyone as your beneficiary on the appropriate Plan forms and you may change your beneficiary designation at any time.

If at the time of your death you have not designated a beneficiary, or if your beneficiary is not living at the time, your beneficiary will automatically be your surviving spouse or, if you do not have a surviving spouse, your estate.

## LOANS

## MAY I Borrow from the Plan?

Yes. The Plan, as you know, is intended to provide you with a source of income after retirement or should you leave employment with your Employer prior to your retirement. The Trustees recognize, however, that some participants may face an economic hardship at some point during their working years and would like to be able to borrow from their account for a short period of time to address that hardship. The loan program is intended to help those attorneys who have a financial need to borrow from their retirement account. A prospective borrower need not indicate the purpose for which he/she wishes to borrow.

Remember that borrowing from your account removes a sum of money from your chosen investment funds for a period of time and may ultimately affect the size of your Plan benefit at the time of your retirement or termination of employment with your Employer.

## Who May Apply for a Loan?

Any fully vested active participant in the Plan may apply for a loan. Former active participants still employed by the Society or the Association are also eligible. However, former employees are not eligible. If you are the subject of a prospective qualified domestic relations order ("QDRO") being issued to your account in the Plan, the loan will be delayed until a determination has been made by the Trustees as to its qualification. See the section entitled "Can your Benefits Be Assigned or Alienated?" for more information about QDROs.

## How much Can I Borrow?

You may borrow as little as $\$ 1,000$, the minimum amount for which a loan will be processed, or as much as $50 \%$ of your account (measured on the date your loan is approved) or $\$ 50,000$ (reduced by the highest outstanding loan balance of a loan, including a defaulted loan that had not been foreclosed upon, over the last year), whichever sum is smaller.

If you apply to borrow $50 \%$ of your account, it may be difficult to determine that amount since your account balance changes daily. If you apply for a loan of $50 \%$ of your account and the amount that you indicate as $50 \%$ becomes less than $50 \%$ of your account on the date that the loan is approved, the administrator of the program (The Vanguard Group) will process the loan for the maximum amount permissible on that date.

Special loan limits applied to loans issued during the period of June 11, 2020 through September 23, 2020 to participants adversely impacted by the COVID-19 pandemic (loan limits were temporarily increased to the lesser of $\$ 100,000$ or $100 \%$ of the vested Plan account balance).

## For How Long Can I Borrow?

The loan period is a maximum of 5 years, with one exception. If the purpose of your loan is to purchase your primary residence, you may extend the period of the loan (at its inception) to 10 years. For such loans, your application will also require you to submit proof of purchase or pending purchase of a primary residence.

## What Does a Loan Cost?

There are three charges that apply to every loan: (1) an origination fee, presently set at $\$ 50$ if you apply online or electronically, and $\$ 100$ if you apply over the phone, which will be deducted from your loan proceeds at the inception of the loan; (2) an annual maintenance fee for administration of the loan program, presently set at $\$ 45$, which will be deducted from your account every July in which you have a loan outstanding; and (3) interest, which will be computed in your biweekly repayments.

You will be required to pay simple interest at a prevailing commercial rate determined by the Trustees. The rate determined at the inception of the loan will not change during the period of the loan. The Trustees have set the interest rate at one percent above the prime rate as published by Reuters (or such other source for prime interest rates, as designated by the Trustees, which indexes the average lending interest rates of a representative sample of large banks across the United States) on the first day of the quarter (January 1, April 1, July 1, and October 1) in which
the loan application is submitted and deemed to be in good order. (Interest charges are a requirement under federal law.)

## How Many Loans May I Have?

You are limited to one outstanding loan at a time. Should you wish to borrow additional funds at a time when you have an outstanding loan balance, you will be required to pay off that loan balance before an application for a new loan is considered. Notwithstanding this requirement, solely during the period of June 11, 2020 through November 16, 2020, participants were permitted to apply for and receive an additional Plan loan, even if such participant currently had an outstanding Plan loan.

## How Do I Apply for a Loan?

The Vanguard Group will be administering the loan program under the direction of the Trustees. Applications can be obtained from The Vanguard Group. The application consists of the following four parts:
(1) A general application form on which you make certain elections with respect to the loan (including the term and amount of the loan) and provide information about yourself;
(2) A promissory note;
(3) A spousal consent form, if you are married, to be executed no more than 60 days prior to the date the loan is approved, or a completed affidavit of no spouse if you are unmarried;
(4) Information about the purchase or refinancing of a primary residence, if that is the purpose of your loan and you wish to extend the loan term to ten years.

Once you have fully and properly completed the appropriate forms, you must submit the application to the Plan's third party administrator, Marshall and Moss Administrative Services, along with any required documentation.

## How are the Loan Funds Withdrawn from My Account with Vanguard?

You have two options for withdrawing the loan proceeds from your Vanguard investment fund accounts. If you have your account invested in a single Vanguard investment option, the loan proceeds will be drawn from that option. If your account is invested among two or more options, you may either (1) designate the option(s) from which the loan proceeds will be withdrawn and the amounts to be withdrawn from each fund or (2) instruct Vanguard to reduce your investment proportionately among your investment options. If you are invested in more than one option and you do not designate a withdrawal preference, Vanguard will withdraw money from each of your investment options proportionately.

## How Do I Repay My Loan?

Vanguard will compute your repayment schedule in semi-monthly installments over five years (ten, if you are purchasing a primary residence). In most cases, payments will be made by payroll deduction on the Society's first two regular payroll dates of each month. Repayments begin on the first such pay period following approval of the loan. If the Society or Association fails to make a payroll deduction in the proper amount, it is your responsibility to so advise the payroll department and have the error corrected. Failure to do so may result in a default and negative tax consequences.

A loan is treated as an investment of your account. Vanguard will set up separate subaccounts for each borrower so that the borrower's account at Vanguard will have a loan portion (i.e., the loan amount) and a non-loan portion (i.e., the amount remaining in Vanguard investment options). When you make a repayment installment, the installment will go into the non-loan account and be distributed among your Vanguard investment fund choices in the same proportion that is, at the time of the repayment, currently in effect for investment of new contributions.

During the period of March 27, 2020 through December 31, 2020, special relief was available to certain participants adversely impacted by the COVID-19 pandemic whereby such participants were permitted to request that loan repayment otherwise due in such period be suspended.

## What If I go on Unpaid Leave?

If you go on a paid leave of absence, you will be required to make repayment installments as though you remained at work.

If you go on an approved unpaid leave of absence (or an approved leave of absence at a rate of pay that, after income and employment tax withholding but before elective deferrals, is less than required installment repayments) of not more than one year, your repayment obligation will be suspended during the term of the leave.

If this happens, the original five-year period for repayment (or ten-year period, for principal residence loans) will not be extended. Thus, when you resume payment, your repayments will be recomputed to increase the amount of each repayment so that the balance of the loan can be fully repaid, with interest, within the five-year (or ten-year, for principal residence loans) window.

If you are required to continue paying the installments on the loan during your leave, you are fully responsible for making payments no later than the applicable payroll date. If repayments are not made by payroll deduction (e.g., your unpaid leave extends beyond one year), you must do so by submitting to Marshall and Moss Administrative Services,, the Plan’s third party administrator, a cashier's check, money order or certified bank check payable to "The Vanguard Group." You will not receive bills to prompt you to make payments.

Even if you are not required to continue paying installments during your leave, you may still do so by making a prepayment (in accordance with the prepayment procedures discussed below).

Please contact the Plan Administrator for more information.
The Internal Revenue Service requires that any failure to follow this repayment schedule will result in a default and will subject the remaining loan balance to income tax consequences and penalties.

## Can I Prepay My Loan?

You are permitted to prepay your loan at any time. You may do so by paying any number of installments early or by paying the balance of the loan early. No interest will be charged on prepayments. If you choose to make prepayments of several installments on the loan, but not the balance of the loan, the prepayments must be made in installments equal to or a multiple of the amount of your usual installment payment.

If you prepay your loan, the number of required future repayment installments may be reduced (from the last payment back). However, the amount of each required repayment installment will remain the same. Please understand that, since the number of required installments is reduced from the last payment back, if you prepay one installment payment (other than the last installment payment), for example, you are still required to pay the next installment.

Prepayments are made by submitting to Marshall and Moss Administrative Services, the Plan’s third party administrator, a cashier's check, money order, or certified bank check payable to "The Vanguard Group."

## What Happens if I Terminate Employment or Die with an Outstanding Loan Balance?

If you terminate employment or die before your loan is fully repaid, the balance of your loan will become due and payable immediately.

In you die before your loan is fully repaid, your account balance will be reduced by the outstanding balance of the loan, including accrued interest, prior to the distribution of the account to your beneficiary.

If you terminate employment before your loan is fully repaid, your loan will be defaulted unless it is repaid in full within 30 days of your termination. However, if you receive a distribution from the Plan before the end of the 30-day period, your loan will be defaulted at the time of the distribution. If you do default, your account balance (i.e., the loan portion) will be reduced by the outstanding balance of the loan (plus all accrued interest) and you will be subject to tax consequences and possible tax penalties.

## What Happens if I Miss A Repayment Installment?

The Trustees have established a grace period for installment repayments not made through payroll deduction. That grace period is generally 90 days following the regular Society payroll date on which the installment payment was due. If you do not make your repayment within the grace period, your loan will be considered to be in default.

## What Happens When My Loan Defaults?

Default means that your entire outstanding loan balance is due and payable immediately. Additionally, the Internal Revenue Service requires that defaults be treated as a "deemed" distribution of funds from your retirement account in the amount of the outstanding loan (both principal and interest). The deemed distribution will be treated as income as of the date of default, subject to current income taxation and a possible 10 percent penalty. The Trustees are required by federal law to send a Form 1099-R to the Internal Revenue Service to inform it about a default.

Once you are deemed to be in default, the Trustees will foreclose on your loan. Although the Trustees may take any action they deem necessary to enforce repayment of a defaulted amount, generally, the Trustees will do so by using the balance of your account to satisfy the outstanding loan balance (both principal and interest). Your account balance will not be offset by this outstanding loan balance until a distribution is permissible under the tax law. Even though you will have been taxed on the defaulted amount, your loan will be considered to be outstanding until it is repaid in full or satisfied through offset (or other foreclosure).

## GENERAL INFORMATION

## Who Has the Authority to Interpret the Plan?

The Trustees, or their duly authorized designee(s), shall have the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement, and any other Plan document, and to decide all matters arising in connection with the operation or administration of the Plan, including without limitation, the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this SPD, the Trust Agreement, or other Plan documents; and (5) process and approve or deny benefit claims and rule on any benefit exclusions; and (6) determine the standard of proof required in any case. All determinations made by the Trustees with respect to any matter arising under the Plan documents shall be final and binding on all affected participants (and their beneficiaries).

The rules and regulations of the Plan are set forth in the official Plan document. Accordingly, this SPD is supplied solely for the purpose of helping you to understand the Plan, not to replace it or amend it. The operation of the Plan and the benefits to which you (or your beneficiaries) may be entitled will be governed solely by the terms of the official Plan document and the interpretations of the Trustees. To the extent that any of the information contained in this booklet is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. No individuals other than the Trustees shall have any authority to interpret the Plan (or other applicable documents) or to make any promises or representations to you about the Plan.

## Can the Plan Be Amended or Terminated?

The Plan is intended to remain in effect permanently and is not expected to terminate. However, the Society and the Association, through their duly authorized representatives, reserve the right in their sole and absolute discretion to amend, modify, or terminate the Plan, in whole or in part, for any reason and at any time (except as otherwise provided in an applicable collective bargaining agreement). In no event will any change to the Plan reduce the amount of vested benefits that you have earned at the time the Plan is amended or terminated.

If the Society and the Association, through their duly authorized representatives, terminate the Plan (or the Plan partially terminates), you will automatically become $100 \%$ vested in the benefit you accrued as of the Plan's termination (or partial termination) date. This is true regardless of how much vesting service you have.

In the event of such termination, no part of the funds held in the Trust Fund of the Plan shall be used for or diverted to any purpose other than for the exclusive benefit of the participants or their beneficiaries, except as may otherwise be permitted by ERISA or the Internal Revenue Code of 1986, as amended.

## Can My Benefits be Assigned or Alienated?

The Plan Administrator is responsible for making all payments to you and your beneficiaries. The Plan Administrator will not permit you or your beneficiary to sell, transfer, pledge, assign, anticipate, alienate, or charge benefits through the Plan to a creditor or anyone else. In addition, no benefit under the Plan will be subject to the debts, contracts, liabilities, or civil wrongdoings of anyone entitled to a benefit thereunder. However, benefits will be paid according to a valid qualified domestic relations order ("QDRO"). A QDRO is an order from a state court that meets certain legal specifications and directs the Plan Administrator to pay all or a portion of a participant's plan benefits to a spouse, former spouse, or dependent child.

Upon your request, the Plan Administrator will provide you, free of charge, with a copy of the Plan's procedures for determining the validity of a qualified domestic relations order.

## How Do I Apply for Benefits?

If you are eligible to receive benefits under the Plan, you may elect to commence benefits by submitting to the Trustees a claim in writing on the appropriate form signed by you (or your beneficiary), describing the benefits to which you are entitled and the date on which payments are to begin. If you fail to make a claim for benefits that are immediately distributable, your benefits will be deferred until such time as you make a claim for benefits or the Plan is required to begin making payments to you.

## Claims For Benefits

All initial claims for benefits under the Plan shall be directed to the attention of the Trustees or their designee. A decision regarding the status of a claim for benefits shall be made by the Trustees or their designee within 90 days from the date the claim is filed, unless it is determined that special circumstances require an extension of time for processing the claim, not to exceed an
additional 90 days. If such an extension is required, the claimant shall receive written notification explaining the special circumstances which require more time as well as indicating the date by which a final decision is expected. If the extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the claimant until the date on which the claimant responds to the request for information.

If a claim is denied, in whole or in part, the Trustees shall provide the claimant with the reasons for the denial with reference to the specific Plan provisions on which the denial was based, a description of any additional information needed to perfect the claim (including an explanation of why such information is necessary), and a description of the Plan's claims procedures. If a claim has been denied, the claimant may, within 60 days after receipt of the written notice of denial, request a review of the denial. This request must be in writing to the Trustees and may include issues and comments in writing supporting the claim. The claimant will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records and other information relevant to the claim. The review by the Trustees will consider all comments, documents, records, and other information submitted by the claimant relating to the claim. A decision on review of the denial shall be made by the Trustees at their next regularly scheduled meeting; provided, however, that if the request for a review is received by the Trustees within 30 days prior to their next regularly scheduled meeting, the decision may be made at the second regularly scheduled meeting of the Trustees following receipt of the request for review. If special circumstances require an extension for time for processing a request for review, the decision of the Trustees may be made at the third meeting following the date the request for review is made; provided, however, that the claimant shall receive written notification explaining the special circumstances which require more time as well as indicating the date by which a final decision is expected. The claimant will be notified in writing of the determination on review within 5 days after the determination is made. If an adverse benefit determination is made on review, the notice will include:

1. The specific reason(s) for the determination, written in a manner calculated to be understood by the claimant, with references to the specific Plan provisions on which it is based;
2. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and
3. A statement describing the claimant's rights to obtain additional information regarding the Plan's appeals process, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

The decision of the Trustees concerning an appeal shall be final and binding on all affected parties. No claimant under this Plan may obtain judicial review of a denial of benefits unless both (i) and (ii) below are satisfied:
(i) The person claiming the benefits has followed the claims and appeal procedures that are described in the Plan document and either
A. the Trustees have denied the request for review in whole or in part; or
B. the Trustees have made no decision within the time period for appeals described above; and
(ii) The lawsuit is filed no more than 3 years after the date on which
A. the Trustees issued their decision on the request for review, or
B. if there was no such decision, the time period for appeals described above expired.

## Information and Proof

Every participant and beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights under the Plan. If a claimant makes a willfully false statement material to his claim or furnishes fraudulent information or proof material to his claim, any benefits may be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statements, information or proof submitted by a participant or beneficiary (including the withholding of a material fact) plus interest and costs (including, without limitation, by recovery through offset of future benefit payments).

## Does This Document Affect the Terms of My Employment?

Under no circumstances shall the Plan or this SPD be construed to constitute a contract of continuing employment or in any manner obligate the Employer to continue or discontinue your employment.

## MISCELLANEOUS

## Top-Heavy Rules

The Internal Revenue Service requires that all plans contain certain specific provisions that will come into play if the Plan becomes "top-heavy." Generally, this occurs if the value of benefits earned by key employees exceeds $60 \%$ of the value of benefits earned by all participants.

In the event that the Plan becomes top-heavy, it may accelerate your vesting in your accrued pension benefit, and increase the retirement income you receive in a Plan Year. You will be notified in the event this occurs.

## Must Federal Income Tax Be Withheld from My Pension?

The Plan is generally required to withhold federal income tax from your Plan benefits when they are distributed to you unless you choose to have no withholding. However, in some case mandatory withholding may apply. If the Plan Administrator does not receive written directions from you regarding whether and what amounts to withhold, it will withhold a specific amount as required by federal tax law. The Plan will not withhold income tax from amounts that you elect to have transferred directly to an IRA or to another eligible retirement plan. You are urged to consult your own tax adviser with respect to your specific tax situation.

## WHAT ARE MY RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

## Receive Information About Your Plan and Benefits

Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts (if any) and collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts (if any) and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (i.e., the later of age 65 or the fifth anniversary of the date you commenced participation in the Plan) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to before you are entitled to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan
participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your claim for a pension benefit is denied in whole or in part you have a right to a written explanation of the reason for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $\$ 110$ a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court within three years of the date the Plan Administrator notifies you of a final adverse determination. In addition, if you disagree with the Plan's decision (or lack thereof) concerning the qualified status of a domestic relations order, you may file suit in federal court. However, before you may bring an action in court, you must exhaust the Plan's appeal procedures described earlier in this SPD. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance with Your Questions

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## BASIC INFORMATION ABOUT THE PLAN

## Official Name of the Plan

The Legal Aid Society Staff Attorneys Pension Plan

## Plan Sponsor

The Legal Aid Society
199 Water Street, 7th Floor

New York, NY 10038
Telephone: (212) 577-3300
Association of Legal Aid Attorneys for the City of New York
50 Broadway, Suite 1600
New York, NY 10004
Telephone: (212) 343-0708

## Plan Administrator

The Board of Trustees is the Plan Administrator and is responsible for the administration of the Plan and its duties are identified in the official Plan document and can be reached at:

Board of Trustees
The Legal Aid Society Staff Attorneys Pension Plan
c/o Marshall and Moss Administrative Services
1400 Old Country Road, Suite 406
Westbury, NY 11590
In general, the Plan Administrator is responsible for providing you and your beneficiary with information about your rights and benefits under the Plan. The Board of Trustees has delegated the day to day management of the Plan to the following:

Marshall and Moss Administrative Services
1400 Old Country Road, Suite 406
Westbury, NY 11590
Telephone: (516) 301-5915
And record-keeping is maintained by:
Vanguard
Attn: DC
P.O. Box 982902

El Paso, TX 79998
Telephone: 1-800-523-1188
The Overnight Address for Vanguard is:
Vanguard
Attn: DC
5951 Luckett Court, suite A2
El Paso, TX 79932

## Employer Identification Number

13-5562265

## Type of Plan

This Plan is a defined contribution, money purchase pension plan.

## Plan Year

The Plan's financial records are based on the 12-month period beginning July 1 and ending June 30. This 12 -month period is considered the Plan Year.

## Type of Funding and Plan Administration

The Plan is administered by Marshall and Moss Administrative Services, a third party administrator, and funded with contributions made by the Society and the Association, which are held in a trust for the benefit of the Plan's participants and beneficiaries.

This Plan is not insured by the Pension Benefit Guaranty Corporation because it is an "individual account" plan. The coverage provided by the Pension Benefit Guaranty Corporation does not apply to such plans.

## Contributing Employers

The Legal Aid Society and the Association of Legal Aid Attorneys of the City of New York are the contributing employers to the Plan, pursuant to a collective bargaining agreement or other agreement requiring contributions to the Plan. A copy of the collective bargaining agreement is available upon request from the Plan Administrator and is available for examination by participants and beneficiaries.

## Agent for Service of Legal Process

Marshall and Moss Administrative Services
1400 Old Country Road, Suite 406
Westbury, NY 11590
Legal process also may be served on any individual member of the Board of Trustees.

## Plan Number

004

## Plan Trustees

The Board of Trustees is responsible for trusteeing the Plan's assets. The Trustees’ duties are identified in the Trust Agreement. The members of the Board of Trustees are:

## SOCIETY TRUSTEES

Sean Soun
Dodd Terry
Shervon Small

ASSOCIATION TRUSTEES

Robert Bickel<br>Steven Wasserman<br>Lester Helfman

The Trustees may be contacted at:
Board of Trustees
Legal Aid Society Staff Attorneys Pension Plan
c/o Marshall and Moss Administrative Services
1400 Old Country Road, Suite 406
Westbury, NY 11590

## Benefit Insurance

Benefits under this type of plan are not insured by the Pension Benefit Guaranty Corporation (a federal agency that insures certain pension plan benefits upon plan termination), because the benefits you receive under this type of plan are based upon the vested amount in your account.

